

Mary Glynn Homes

Independent Contractor Agreement  
Coversheet

Mary Glynn Homes

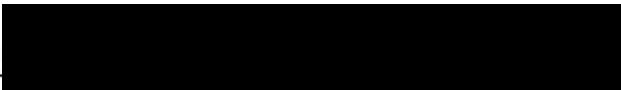
3677 E. 57<sup>th</sup> St

Cleveland, Ohio 44105

(216)641-0003

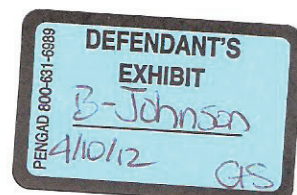
Independent Contractor: Sean Johnson

SS#



Start Date: 11 - 3 - 08

Fee For Service Rate: \$ \_\_\_\_\_



# Mary Glynn Homes

## Agreement between Mary Glynn Homes and The Independent Contractor

Mary Glynn Homes Operates a Residential Agency that provides services to the consumer listed on the coversheet. Services are to be defined as the services specified by MGH to be provided to the consumer by the Independent Contractor in accordance with federal and state regulations funding requirements, and MGH , policies that have the right to be amended as needed. These services include but are not limited to direct care, habilitative activities and supervision.

The independent contractor agrees that he/she understands the Consumer plan that must be followed and agrees that he/she is capable of caring out these services.

Independent contractor Status: The Independent Contractor is providing services to the consumer of MGH, as an Independent Contractor of MGH and not as an employee of MGH. Therefore: the Independent Contractor is not entitled to any employee or fringe benefits of any kind. MGH will not withhold any **Federal, State, Social Security or Medicare taxes**. As an independent Contractor you are **solely** responsible for reporting income earned and paying taxes owed on earnings.

Therefore, the parties (**MGH Independent Contractor**) agrees as follows.

### Terms

A-MGH shall contract with the Individual Contractor and he/she shall provide the services to the consumer set forth in this agreement under these conditions.

B-Term: the term of this agreement shall continue until termination by the Independent Contractor or MGH.

C-Duties and Responsibilities:

1. To provide consumers with appropriate daily care, activity, and full time supervision.
2. To Follow care plan put into place for the Consumer by the Consumer's team.
3. To abide by policies of the company including amendments or changes specified.
4. To participate in continuing education programs arranged or recommended by MGH ,including but not limited to the minimum of 9 training hours per year (3 of which must be **Mental Health**)

5. Complete required daily, weekly, monthly documentation for the Consumer.
6. Provide or arrange transportation for the Consumer for health, vocational, or community activities as stated in the Consumers care plan.
7. Arrange Medical Dental and other ancillary services for the Consumer in accordance with his/her care plan.
8. To notify MGH as soon as possible of any emergency medical or dental care or in the event of a serious injury, illness or death of a Consumer.
9. To communicate fully with MGH, regarding matters affecting the Consumer or placement.
10. To not give up care of the Consumer to anyone who is not contracted to work with that consumer.
11. To notify MGH immediately if Consumer is missing.
12. Not to take the consumer out of state unless written approval from MGH .
13. To notify MGH at least fourteen(14) days in advance of a vacation for an Independent Contractor if possible.
14. To permit MGH to visit consumers home and regularly monitor compliance with applicable laws and regulations. To monitor company policies and procedures, funding requirements, and implementation of Consumers care plan, MGH may visit with or without prior notification.
15. To notify MGH immediately of abuse or neglect and to cooperate fully with any investigation.

Responsibility for **damage** to the independent Contractors **Property or Person:**

The Independent Contactor understands tht the Consumer may cause injury or damage and that some Consumers may pose a risk of infectins or contagious disease or other health related risks. The independent Contractor assumes all risk or harm, damage or disease to him/herself and property. The independent Contractor **waives** any kind of claim against MGH and its officers, directors and employees.

**D-Consumers Funds**

No funds or property belonging to a consumer shall be borrowed or used by the Independent Contractor, even if the consumer appears to approve the loan or use. All use of Consumer funds must be documented and accompanied by receipts.

E-Duties and responsibilities of MGH.  
MGH agrees:



## Mary Glynn Homes

1. To share with the Independent Contractor relevant information concerning the Consumer he/she works with.
2. To compensate the Independent Contractor for satisfactory services provided to the Consumer in the amount and manner set forth on the cover sheet, unless otherwise specified. Independent Contractor invoices must be completed and turned in to 3670 E. 57<sup>th</sup> st. no later than 5p.m. on the Monday before payday. Late invoices will **NOT** be processed until the next pay period.
3. To provide ongoing coordination designed to assist the Independent Contractor in meeting the Consumers needs.
4. To provide and arrange for continuing education for the Independent Contractor.
5. To provide **24**-hour consultation and assistance to the Independent Contractor for emergencies.
6. To provide the independent Contractor with agency policies and procedures.
7. **Availability of periodic reviews-any written review made by MGH of any** Independent Contractor shall be made available upon request of the Independent Contractor.
8. **Termination:** MGH may terminate this agreement at any time. Such termination shall be made in written notice.
9. **Grievance Procedure:** The Independe Contractors Coordinator shall review the grievance and attempt to resolve the same in a satisfactory manner. The program Director shall review all relevant information and confer with the Adminstrator and Independent Contractor before issuing a final decision in writing, which shall be maintained on file.

10. **Expense:** the Independent Contractor shall not be reimbursed for transportation or other expenses incurred in the performance of his/her duties unless specifically authorized in advance.

F. **Confidentiality of Consumer information:** The independent Contractor acknowledges that all Consumer information is to be kept confidential. Consumer information may only be released if authorized by law and in accordance with MGH, policies.

G. **Cancellation of an Independent Contractor Agreement:** MGH may terminate the Independent Contractor Agreement at any time if in the agency's exclusive judgment (i) The Independent Contractor cannot adequately provide services to the Consumer, (ii) Services to the consumer with the Independent Contractor are not in the best interest of the consumer or (iii) MGH, no longer needs the Independent contractor services.

H. **Assign ability:** The Independent Contractor cannot **delegate** or **assign** to someone else his/her obligation to provide services to hi/her assigned Consumer.

I. **Entire Agreement:** This agreement supersedes and replaces all prior agreements, either oral or written, between the Independent Contractor and MGH.

J. **No Waiver Rights**

K. **Amendments:** No amendments or additions to this contract shall be binding unless in writing and signed by the parties.

**In Witness whereof the parties hereto have executed this Agreement the day and year first written below.**

**Independent Contractor:**

**MGH, Administrator**

  
\_\_\_\_\_

Date

7.24.09

\_\_\_\_\_

Date